

DELAWARE COUNTY COMMISSIONER'S ZOOM MEETING

Monday, October 19th, 2020 @ 9:00 A.M.

100 W. MAIN ST.

MUNCIE, IN 47305

QUESTIONS MAY BE DIRECTED TO COMMISSIONERS @CO.DELAWARE.IN.US

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggin
Mr. John Brooke, County Attorney
Mr. Steven G Craycraft, Auditor

ORIGINAL

APPROVAL OF MINUTES

MOTION: Commissioner Riggin made a motion to approve October 5, 2020 Commissioner Minutes.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

PRESENTATIONS

Mr. Jammie Bane, Health Administrator, presented an update of COVID-19 hospitalized cases. Improper and a lack of mask use is still taking place. It is important that the nose is covered for protection. Studies have shown that Vitamin D-3 is good to take during the epidemic. Mr. Bane gave recommendations for Halloween.

Mr. Pete Peterson, RQAW, provided an update of the Jail. Completion should be on or around November 15, 2020. A financial update and RFP to move offices was provided.

Commissioner Riggin asked about one bright light on the south side of the Jail that needs a shade.

Mike Petrunich, Project Superintendent, provided details regarding lighting/lights around the outside of the jail and the issues they are facing due to safety and protection of the police.

CONTRACTS OR AGREEMENTS FOR APPROVAL

Mr. John Brooke, County Attorney, presented the Interlocal Agreement with the City of Muncie for Riggin Road Paving.

MOTION: Commissioner King made a motion to approve the Interlocal Agreement with the City of Muncie for Riggin Road Paving.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

Mr. Robert Jessee will provide signatures from City of Muncie

INTERLOCAL AGREEMENT



WHEREAS, Delaware County, Indiana and City of Muncie, Indiana, enter into an Interlocal agreement with one another; and

WHEREAS, Delaware County, an Indiana political subdivision hereinafter called "County"; and

WHEREAS, City of Muncie, Indiana, hereinafter called "City", desire to obtain services from County by way of use of equipment and labor; and

WHEREAS, the parties hereto recognize that it is in the best interests of the citizens within their respective jurisdictions and in the furtherance of the safety and welfare of the citizens to have Riggins Road resurfaced from SR 67 (By-Pass) west to Broadway Ave.; and

WHEREAS, the governing body of each party has resolved, agreed, or ordained that this Interlocal Agreement may be entered into;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

I) DEFINITIONS AND FUNCTIONS

I-A) City shall provide all Asphalt material needed to complete this project and also to provide new road markings at the City's expense.

I-B) County shall equip, operate, staff, supervise, and provide all labor needed to complete this project at the County's expense.

II) MODIFICATIONS

This agreement may only be modified in writing approved by action of County and City.

III) EQUIPMENT

County shall maintain and repair all equipment and assets previously obtained or purchased by County for the purposes of this project.

IV) TERM

This Interlocal Agreement shall be in full force and effect upon execution by County and City. The agreement shall not renew and will terminate after the satisfactory completion by both parties.

V) DURATION AND TERMINATION

Except as otherwise specifically provided herein, any party to this Agreement may withdraw from this Agreement upon at least one (1) week (7 days) notice after the execution of this Agreement.

VI) EXECUTION OF AGREEMENT

Each party to this agreement may bind itself with all other parties to this agreement by signing a duplicate original of this Agreement and submitting such signed original duplicate original to county. It is understood that such execution shall not require that one original agreement be signed by each party to this agreement, but that there will be multiple duplicate originals signed by each party to this agreement. The purpose of this provision is to facilitate the signing of this agreement and to avoid undue delay in the execution of the agreement. This agreement, however, shall be executed on behalf of party by its authorized representative(s).

VII) NO PARTNERSHIP

It is understood and agreed by the parties that nothing within this Agreement shall be construed as creating or constituting a partnership between the parties.

CITY OF MUNCIE
BOARD OF PUBLIC WORKS & SAFETY

LINDA GREGORY, PRESIDENT

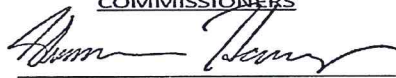
JERRY WISE, VICE PRESIDENT

TED BAKER, SECRETARY


CITY OF MUNCIE
MAYOR

DAN RIDENOUR

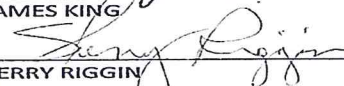
DELAWARE COUNTY
COMMISSIONERS



SHANNON HENRY



JAMES KING



SHERRY RIGGIN

Mr. Brooke presented the addendum for Bridge #125 for Nebo Road and over York Prairie Creek Bridge 125.

MOTION: Commissioner King made a motion to approve addendum with Lochmueller Group on Bridge #125, located on Nebo Road and over York Prairie Creek.

SECOND: Commissioner Rigglin

YEAS: Commissioner King, Commissioner Rigglin, President Henry



AMENDMENT NO. 1

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO THIS 19 DAY OF October, 2020 BY AND BETWEEN DELAWARE COUNTY HEREINAFTER REFERRED TO AS LPA AND LOCHMUELLER GROUP, INC. HEREINAFTER REFERRED TO AS CONSULTANT.

WITNESSETH

WHEREAS, the LPA and CONSULTANT did on January 7, 2019 enter into an Agreement to provide services for the Nebo Road (CR 400W) over York Prairie Creek Bridge 125 Replacement project, and WHEREAS, the rates previously submitted for the Geotechnical Services need to be revised to meet current standards, and WHEREAS, due to the revised rates, it is necessary to amend the original Agreement, and NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

- I. Exhibit "1" is replaced with the attached Exhibit "1".
- Except as herein modified, changed, and amended, all terms and conditions of the original Agreement dated January 7, 2019 shall continue in full force and effect.
- This Amendment No. 1 neither increases or decreases the not to exceed fee in the original Agreement.
- IN WITNESS WHEREOF, the parties have hereunto executed this Amendment No. 1 effective the day and year first above written.

DELAWARE COUNTY

Shannon Henry
President

James King
Vice President

Sherry Rigglin
Member

Attest:

Steven G. Craycraft
County Auditor

LOCHMUELLER GROUP, INC.

Susan D. Al-Abbas, PE
Regional Manager - Principal

Attest:

Michael Vereb, PE
Senior Project Manager – Senior Associate

EXHIBIT "B"

Geotechnical Services - Schedule of Services and Fees

Date: October 7, 2020

A&W Proposal No.: 2010G014

To: Lochmueller Group
112 West Jefferson, Suite 500
South Bend, Indiana 46601
Attn: Jennifer Pittman, P.E.

Project: Nebo Road over York Prairie Creek

Des No.: 1700680

GEOTECHNICAL FIELD	Quantity	Unit Price	Cost
1. a. Mobilization - SPT Rig	1.00	\$ 270.00 ea	\$ 270.00
1. c. Field and utility coordination	1.00	\$ 400.00 LS	\$ 400.00
1. c. Mileage	110.00	\$ 3.50 mi	\$ 385.00
2. a. Truck mounted borings with split spoon sampling - <i>Standard</i>	170.00	\$ 19.00 ft	\$ 3,230.00
4. a. Truck mounted core drilling - <i>Standard</i>	20.00	\$ 39.00 ft	\$ 780.00
7. a. Hand or truck soundings - <i>Standard</i>	28.00	\$ 12.50 ft	\$ 350.00
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	3.00	\$ 70.00 ea	\$ 210.00
b. Rock core borings	2.00	\$ 120.00 ea	\$ 240.00
25. Additional 2-in. split spoon sampling	7.00	\$ 21.00 ea	\$ 147.00
27. 3-in. Shelby tube samples	4.00	\$ 63.00 ea	\$ 252.00
28. a. Bag samples - <i>25-lb sample</i>	1.00	\$ 51.00 ea	\$ 51.00
32. Geotechnical engineer	8.00	\$ 120.00 hr	\$ 960.00
35. Special borehole backfilling			
a. i. a. 0 to 30 ft - <i>SPT - Standard</i>	3.00	\$ 110.00 ea	\$ 330.00
b. i. a. More than 30 ft - <i>SPT - Standard</i>	160.00	\$ 6.50 ft	\$ 1,040.00
c. i. Pavement restoration - <i>Standard</i>	5.00	\$ 60.00 ea	\$ 300.00
37. Traffic control			
b. Equipment Rental and professional traffic services	\$ 4,000.00	Actual Cost	\$ 4,000.00
d. Traffic Coordination with Subcontractor	1.00	\$ 600.00 LS	\$ 600.00
Subtotal (Geotechnical Field)			\$ 13,545.00
GEOTECHNICAL LABORATORY	Quantity	Unit Price	Cost
39. Sieve analysis for soils	4.00	\$ 49.00 ea	\$ 196.00
40. Hydrometer analysis	4.00	\$ 58.00 ea	\$ 232.00
42. Liquid limit	4.00	\$ 39.00 ea	\$ 156.00
43. Plastic limit & plasticity index	4.00	\$ 28.00 ea	\$ 112.00
45. pH test	4.00	\$ 15.50 ea	\$ 62.00
48 a. Moisture Content Test (Conventional)	45.00	\$ 6.75 ea	\$ 303.75
50 Specific Gravity Test	0.00	\$ 36.00 ea	\$ -
51 Unit weight determination	10.00	\$ 17.50 ea	\$ 175.00
53 a. Unconfined Compression Test (Soils)	6.00	\$ 45.00 ea	\$ 270.00
58 a. Moisture-Density Relationship Test - <i>Standard Proctor</i>	1.00	\$ 140.00 ea	\$ 140.00
61 Water Soluble Sulfate Test	4.00	\$ 105.00 ea	\$ 420.00
Subtotal (Geotechnical Laboratory)			\$ 2,066.75

Geotechnical Services - Schedule of Services and Fees

Date: October 7, 2020

A&W Proposal No.: 2010G014

To: Lochmueller Group
112 West Jefferson, Suite 500

Project: Nebo Road over York Prairie Creek

GEOTECHNICAL ENGINEERING	Quantity	Unit Price	Cost
65 Geotechnical report			
a. Without soil subgrade investigation			
i. First mile	1.00	\$ 1,800.00 LS	\$ 1,800.00
70 Bridge foundation analysis and recommendations			
b. Deep foundation			
i. Deep foundation analyses	1.00	\$ 875.00 ea	\$ 875.00
d. Foundation on bedrock	1.00	\$ 380.00 ea	\$ 380.00
Subtotal (Geotechnical Engineering)			\$ 3,055.00

PAVEMENT INVESTIGATION	Quantity	Unit Price	Cost
4. a. Pavement core (full depth) - <i>Standard</i>	7.00	\$ 200.00 ea	\$ 1,400.00
5. Sub-base sample	7.00	\$ 62.00 ea	\$ 434.00
15. Core report for full depth core	7.00	\$ 50.00 ea	\$ 350.00
Subtotal (Pavement Investigation)			\$ 2,184.00

Summary of Fees

Geotechnical Field	\$13,545.00
Geotechnical Laboratory	\$2,066.75
Geotechnical Engineering	\$3,055.00
Pavement Investigation	\$2,184.00
Estimate Total	\$20,850.75
Estimated Not to Exceed Total:	\$21,000.00

Mr. Brad Bookout, Director of Economic Development, presented Supplemental Agreement with Norfolk Southern Railway Company and Good Industries. This agreement allows Good Industries to travel over Norfolk and Southern tracks.

MOTION: Commissioner Riggin made a motion to approve Supplemental Agreement with Norfolk Southern Railway Company and Good Industries.

SECOND: Commissioner Henry

YEAS: Commissioner King, Commissioner Riggin, President Henry

Mr. Brad Bookout will provide signatures from Good Industries

 ORIGINAL

THIS SUPPLEMENTAL AGREEMENT, made between
NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter referred to as "Railway";
BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA, hereinafter referred to as
"Industry"; and
GOOD INDUSTRIES, hereinafter referred to as "Shipper";

WITNESSETH:

WHEREAS, a Lead Track Agreement (Railway Custodian Number 268200) dated December 28, 2012, was entered into between Norfolk Southern Railway Company and the Board of Commissioners of Delaware County, Indiana ("Lead Track Agreement"), concerning construction and operation of industrial track(s) (hereinafter "Track"), at MUNCIE, Delaware County, Indiana, as described in the Lead Track Agreement; and

WHEREAS, a Siding Agreement (Railway Custodian Number 268199) dated December 28, 2012, was entered into between Norfolk Southern Railway Company and the Board of Commissioners of Delaware County, Indiana ("Siding Agreement"), concerning construction and operation of industrial track(s) (hereinafter "Track"), at MUNCIE, Delaware County, Indiana, as described in the Siding Agreement; and

WHEREAS, Shipper requests permission from Industry for Railway to operate over that portion of the Track for the receipt and shipment of freight in connection with the business of Shipper, and Railway and Industry are willing to permit such use of the Track;

WHEREAS, Shipper desires to have the track operated for the receipt and shipment of freight in connection with the business of Shipper, and Railway and Industry are willing to permit such use of the track:

NOW, THEREFORE, the parties hereto agree as follows:

1. Industry agrees that the track may be operated by Railway for the receipt and shipment of freight in connection with the business of Shipper upon the terms and conditions provided for in the Lead Track Agreement and Siding Agreement. The Lead Track Agreement and Siding Agreement are made a part hereof by reference.
2. Railway agrees to operate the Track for the Shipper upon the express condition that Shipper shall be bound by and shall carry out and perform all of the terms and conditions of the Lead Track Agreement and Siding Agreement in so far as the same may be applicable or may be made applicable, the same as if Shipper had executed the Lead Track Agreement and Siding Agreement, and Shipper, hereby acknowledges receipt of a copy of the Lead Track Agreement and Siding Agreement and agrees to carry out and perform all of the covenants, conditions and provisions of the Lead Track Agreement and Siding Agreement.
3. This supplement shall be effective as of the 19 day of Oct, 2020, and shall continue until terminated by any party by 30 days' written notice to the other parties, provided, however, in no event shall this supplement continue in force after termination of the Lead Track Agreement and Siding Agreement.
4. This supplement modifies the Lead Track Agreement and Siding Agreement as herein provided, but not otherwise, and said Lead Track Agreement and Siding Agreement as herein supplemented shall remain in full force and effect until terminated in accordance with its terms.

EXECUTED as of the ____ day of _____, 2020.

NORFOLK SOUTHERN RAILWAY COMPANY

General Manager

BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA

Title: President

GOOD INDUSTRIES

Title:

JLA1288293 (LTA) & 1288295 (STA)

JOINT USE AND MAINTENANCE AGREEMENT WITH INDOT

Mr. Bookout presented the Joint Use and Maintenance agreement with INDOT. This INDOT agreement is phase II of Morrison Road TIF and sidewalk project that Delaware County Redevelopment Commission is undertaking. This is authorizing work in the INDOT right-of-way. Timeline bids will be late November in anticipation for spring 2021 construction timeline.

MOTION: Commissioner Riggin made a motion to approve Joint Use and Maintenance agreement with INDOT.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

Mr. Brad Bookout will provide signatures from INDOT

 ORIGINAL

JOINT USE AND MAINTENANCE AGREEMENT

Between

THE INDIANA DEPARTMENT OF TRANSPORTATION

And

**DELAWARE COUNTY BOARD OF COMMISSIONERS OF
DEAWARE COUNTY, INDIANA**

Concerning

INSTALLATION OF A TRAIL

This Joint Use and Maintenance Agreement ("Agreement"), made by and between the State of Indiana, acting by and through the Indiana Department of Transportation ("INDOT"), and Delaware County, Indiana, acting through the Delaware County Board of Commissioners ("COUNTY"), jointly referred to as the "Parties," is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS:

WHEREAS, the COUNTY applied for a permit # T-139431 to construct a trail along the north side of State Road 332 ("SR 332"), starting at the northeast corner of the intersection of SR 332 West (McGalliard Rd) and Everbrook Lane, and ending at the intersection of SR 332 and Tillotson Avenue, in the COUNTY (hereinafter the "Trail"), which is depicted more fully in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Parties desire to delineate certain costs and construction and maintenance responsibilities relating to the Trail; and

WHEREAS, the COUNTY has agreed to be solely responsible for all costs associated with the construction, installation and maintenance of the Trail; and

WHEREAS, the construction, installation and maintenance of the Trail will occur within state-owned or controlled right-of-way, under the jurisdiction of INDOT, as shown in Exhibit A; and

WHEREAS, it is of mutual interest for INDOT and the COUNTY to cooperate in providing highway improvements for the convenience and safety of the public.

ECIRPD BROWNFIELDS ASSESSMENT COALITION MEMORANDUM OF AGREEMENT

Mr. Bookout, presented ECIRPD Brownfields Assessment Coalition Memorandum agreement. The EPA grant is for \$600,000 for brownfield assessment work in Delaware County. Delaware County had previously had this grant and Bookout said they are reapplying. The coalition partners in the grant is Delaware County, ECIRPD and City of Muncie. The agreement confirms that the county wants to be part of the coalition.

MOTION: Commissioner King made a motion to approve ECIRPD Brownfields Assessment Coalition Memorandum of Agreement.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

**ECIRPD BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES:**

**ECI Regional Planning District (ECIRPD), Delaware County, Indiana, and the
City of Muncie**

This Memorandum of Agreement¹ documents the roles and responsibilities of the various parties involved in the ECIRPD Brownfields Coalition with regard to an anticipated EPA Cooperative Agreement.

1. In anticipation of an EPA awarded Cooperative Agreement to the ECI Regional Planning District (ECIRPD), Lead Coalition Member for FY 2021, is responsible to EPA for management of the cooperative agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions. The grant period is anticipated to be October 1, 2021 through September 30, 2024. The ECIRPD's contact information is below:

ECI Regional Planning District
William Walters, Executive Director
ECIRPD
1208 W. White River Boulevard, Suite 136
Muncie, IN 47303
765-713-7000
bwalters@ecirpd.org

2. It is the responsibility of ECIRPD to provide timely information to the other Coalition Partners regarding the management of the cooperative agreement and any changes that may be made to the cooperative agreement over the period of performance.
3. The Coalition Partners are Delaware County and the City of Muncie. The contact information is as follows:

ECIRPD
William Walters, Executive Director
1208 W. White River Blvd.
Muncie, IN. 47303
765-713-7000
bwalters@ecirpd.org

¹ PLEASE NOTE: The following eight items are the MINIMUM elements that must be included in an Assessment Coalition Memorandum of Agreement (MOA). Applicants are responsible for adhering to these elements and signing this MOA prior to the expenditure of any assessment funds.

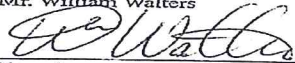
Delaware County, Indiana
Shannon Henry, Delaware County Commissioner, President
100 W. Main St.
Muncie, IN. 47304
765-747-7730
shenvy@co.delaware.in.us

City of Muncie
Gretchen Bookout-Cheesman, Community Development Director
300 N. High St.
Muncie, IN. 47304
765-702-7183
gcheesman@cityofmuncie.com

4. Activities funded through the cooperative agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities within Delaware County. The ECIRPD will procure the consultant(s) in compliance with applicable federal procurement regulations (2 C.F.R. 200 and EPA's rule at 2 C.F.R. 1500) to undertake various activities funded through the cooperative agreement.
5. The ECIRPD will issue the Request for Proposals or Request for Qualifications and will be the entity responsible for receipt of the submitted proposals and selection and award of contracts. The ECIRPD will consult and update other coalition members in making selections of consultants and contractors.
6. The ECIRPD, in consultation with the Coalition Partners, will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed over the life of the cooperative agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility.
7. Upon designation of the specific sites, it will be the responsibility of the ECIRPD to work with the coalition members to finalize the scope of work for the consultant or contractor. It will be the responsibility of ECIRPD to work with each respective coalition member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site.
8. The ECIRPD is responsible for ensuring that other activities as negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by the ECIRPD. The Coalition Partners are responsible for assistance with community and stakeholder outreach throughout the term of the grant.

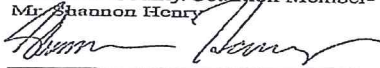
Agreed:

ECIRPD/Lead Coalition Member-
Mr. William Walters


Signed

10/19/2020
Date

Delaware County/Coalition Member-
Mr. Shannon Henry


Signed

10-19-2020
Date

City of Muncie/Coalition Member-
Ms. Gretchen Bookout-Cheeseman


Signed

10-19-2020
Date

DEPARTMENT HEADS AND ELECTED OFFICIALS

President Henry said Delaware County employee flu shots have been postponed until October 26, 2020.

Mr. John Coutinho, EMA Director, asked for Commissioners authorization to apply for two grants. These two grants are not matched. Marathon Pipeline grant is \$5,000 and would be used for two Hazmat suits. Rapid Grant through Ball Brothers is to fund a drone team. This grant would be used in conjunction with the Sheriff Department.

MOTION: Commissioner Riggin made a motion to authorize Mr. Coutinho to apply for Marathon Pipeline grant and Ball Brothers grant.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

Mr. Kyle Johnson, Chief Information Officer, said EMA, Health Department are also assisting with providing weekly COVID updates.

PAYMENTS OF CLAIMS

MOTION: Commission King made a motion to approve claims in the amount of \$798,892.23.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

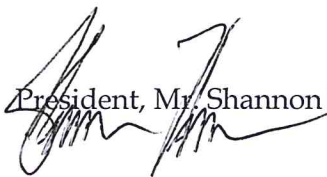
PUBLIC COMMENTS

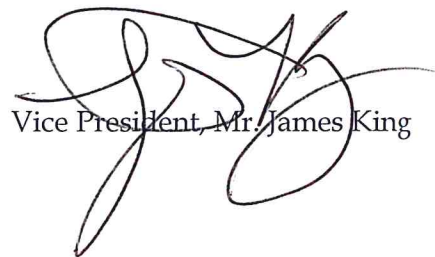
Mr. Bookout said the Phase 11 sidewalk will run from the north side of 332 from Lynnbrook to Oakwood Avenue.

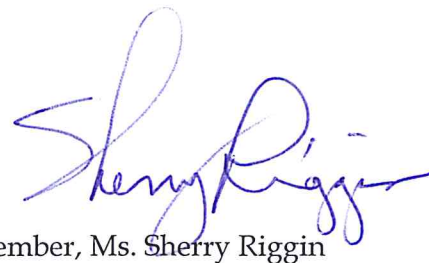
RECESS

MOTION: Commissioner King made a motion to recess until November 2, 2020.

SECOND: Commissioner Riggin


President, Mr. Shannon Henry


Vice President, Mr. James King


Member, Ms. Sherry Riggin


Auditor, Mr. Steven G Craycraft